

FS# CA-0304-95-D-02-295  
A. G. Contract No. KR94 2301TRN  
ECS File: JPA 94-157  
Project: Various  
Section: SR-179, US-89, US-180  
FY 1994-95 Item #700

AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE COCONINO NATIONAL FOREST

THIS AGREEMENT is entered into 5 January, 1994, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, COCONINO NATIONAL FOREST, acting by and through its Contracting Officer (the "Forest Service").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Forest Service is empowered by the Cooperative Funds Act 16 USC 498, National Forest Roads and Trails Act 16 USC 532-538, and Granger-Thye Act USC 572y, Ref: FSM 1584.13 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Forest Service.

3. The State and the Forest Service desire to cooperate in the development and implementation of various future highway construction projects traversing the Coconino National Forest, including improvements to SR-179, US-89, US-89A and US-180. The Forest Service has agreed to provide the State with on the ground support of these various projects, on a cost reimbursement basis, in a total amount not to exceed \$50,000.00. Only activities that are outside the current federal funded budget level are subject to this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

019359 H  
Secretary of State  
95 Jan. 5  
2:10pm

## II. SCOPE OF WORK

### 1. The Forest Service will:

a. As requested by the State, provide various services directly related to and required by various future state highway improvement projects, such as timber appraisals, marking trees for removal, layout of project specific mitigation measures, project development field reviews, highway right-of-way easements, archaeological or biological fieldwork, NEPA determinations, SHPO and Tribal consultations as required.

b. Provide Forest Service on-site representation during construction by State contractors to identify requirements for project specific mitigation measures. Provide technical environmental analysis and documentation sufficient to support a decision on new easement for the US-89 highway project. Prepare new easement documents and stipulations as required.

e. No more often than monthly, invoice the State for the reasonable direct actual costs incurred on the various projects, indicating job tasks performed, hours worked by task and base rate, employee performing the work and resource specialty, in a total amount not to exceed \$50,000.00

### 2. The State will:

Reimburse the Forest Service within 30 days after receipt and approval of invoices, in a total amount not to exceed \$50,000.00

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said projects and reimbursements; provided, however, that this agreement, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Applicable laws and regulations of the State and the Federal Government shall govern the rights of the parties with respect to the performance of this agreement. The parties hereto shall select a process for the resolution of claims or disputes relating to this agreement, compliant with applicable laws and regulations of the State and the Federal Government, and acceptable to the State and the Federal Government.

6. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

U.S. Forest Service  
Coconino National Forest  
Forest Supervisor  
2323 E. Greenlaw Lane  
Flagstaff, AZ 86004

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

U.S. DEPARTMENT OF AGRICULTURAL  
Coconino National Forest

STATE OF ARIZONA  
Department of Transportation

By *Fred Trevey*  
FRED TREVEY  
Forest Supervisor

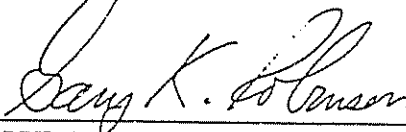
By *Robert P. Mickelson*  
ROBERT P. MICKELSON  
Chief Deputy State Engineer

JPA 94-157

RESOLUTION

BE IT RESOLVED on this 14th day of September 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the US Forest Service for the purpose of defining responsibilities for the coordination of various future projects on SR-179, US 89, US-89A and US-180.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.

  
for: LARRY S. BONINE  
Director

JPA 94-157

DETERMINATION

Arizona Contract No. JPA 94-157, which is an agreement between public agencies; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, COCONINO NATIONAL FOREST has been reviewed by the undersigned for the United States who has determined that it is in the proper form and within the powers and authority granted to the United States.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 20 day of Dec, 1994.

THE UNITED STATES OF AMERICA

By PE Cabill



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON. PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

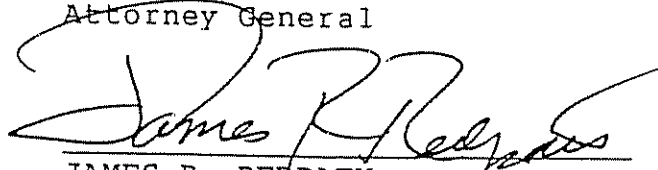
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR94-2301-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22<sup>th</sup> day of December, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:ggt  
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